

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Rev 1

<input checked="checked" type="checkbox"/> <u>New contract</u>	<input type="checkbox"/> <u>OTR</u>	<input type="checkbox"/> <u>CO</u>	<input type="checkbox"/> <u>SS</u>	<input type="checkbox"/> <u>BW</u>	<input type="checkbox"/> <u>Emergency</u>	Previous Contract/Project No: N/A
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<input type="checkbox"/> <u>Re-Bid</u>	<input type="checkbox"/> <u>Other</u>
--	---------------------------------------

LIVING WAGE APPLIES: ___ YES x ___ NO

Requisition/Project No: ROID1200102

TERM OF CONTRACT: 5 years with ___ one year options-to-renew

Requisition/Project Title: TIRE RECAPPING

Description: Recap Tires for MDR Fire Trucks and ISD Fleet trucks using BRM, BRX casings for cost savings.

User Department(s): Miami Dade Fire Rescue/Internal Services Department

Issuing Department: Internal Services Department Procurement Management Services Contact Person: J. Carlos Plasencia

Phone: (305) 375-4260

Estimated Cost: \$457,000.00

Funding Source: Fire District Funds/Internal Service Funds

ANALYSIS

Commodity/Service No: <u>863-65</u> SIC: _____			
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here ___ If this is a New Contract/Purchase with no Previous History			
EXISTING 2ND YEAR 3RD YEAR			
Contractor:	N/A	N/A	N/A
Small Business Enterprise:			
Contract Value:			
Comments:			
Continued on another page (s): Yes ___ No XXX			

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:
No Measures. Accessing the Broward County School Board Contract

Signature: _____

Date to DBD: 07/3/2012

Date Returned to DPM: _____

RECEIVED
DEPT. BUSINESS DEV.
2012 JUL -3 PM 5:00

Walters, Vivian (SPEE)

From: Plasencia, Carlos (ISD)
Sent: Tuesday, July 03, 2012 4:44 PM
To: Walters, Vivian (SPEE)
Subject: RE: Tire Recapping - RQID1200102
Attachments: Contract Project Measure Analysis-12-007R Tire Recapping.doc.pdf

Hi Vivian:

I am sorry to inconvenience you. The correct Project No. is RQID1200102. Attached is the correct contract project analysis form.

Carlos

J. Carlos Plasencia, CPPB

Procurement Contracting Officer I
Emergency Preparedness Coordinator
Miami-Dade County
Internal Services Department
Procurement Management Division
111 N.W. 1st Street, Suite 1300
Miami, Florida 33128
(305) 375-4260 Office
(305) 372-6128 Fax



From: Walters, Vivian (SPEE)
Sent: Tuesday, July 03, 2012 4:27 PM
To: Plasencia, Carlos (ISD)
Cc: McGriff, Sherri (SPEE)
Subject: Tire Recapping - RQFR1200016

Please proceed with the “**Procurement Process**” for the subject project. The signed worksheet with a “**No Measure**” (due to the “**accessing of existing contract**” **Broward County School Board Contract #12-007R**”), will be forwarded once available.

Advise as to any “**error, omissions, and/or misunderstanding**”.

Regards,

Vivian O. Walters, Jr.
Contract Development Specialist II
Regulatory and Economic Resources Department
Small Business Development Division
111 NW 1st Street #19 Floor
Miami, FL 33128
walterv@miamidade.gov

"For the New Project Review & Analysis Process"



click on our new website

<http://www.miamidade.gov/sba/about-project-review-and-analysis.asp>

Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statute concerning public records. E-mail messages are covered under such laws and thus subject to disclosure.



From: Plasencia, Carlos (ISD)
Sent: Tuesday, July 03, 2012 1:14 PM
To: Walters, Vivian (SPEE)
Subject: Contract Project Analysis Worksheet for 12-007R

Hello Vivian:

Attached please find contract project measure analysis for your review and recommendation.

If you have any questions, please do not hesitate to contact me.

Carlos

J. Carlos Plasencia, CPPB

Procurement Contracting Officer I
Emergency Preparedness Coordinator
Miami-Dade County
Internal Services Department
Procurement Management Division
111 N.W. 1st Street, Suite 1300
Miami, Florida 33128
(305) 375-4260 Office
(305) 372-6128 Fax



DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Rev 1

<input checked="checked" type="checkbox"/> <u>New contract</u>	<input type="checkbox"/> <u>OTR</u>	<input type="checkbox"/> <u>CO</u>	<input type="checkbox"/> <u>SS</u>	<input type="checkbox"/> <u>BW</u>	<input type="checkbox"/> <u>Emergency</u>	<div style="border: 1px solid black; padding: 2px;">Previous Contract/Project No: N/A</div>
--	-------------------------------------	------------------------------------	------------------------------------	------------------------------------	---	---

<input type="checkbox"/> <u>Re-Bid</u>	<input type="checkbox"/> <u>Other</u>
--	---------------------------------------

LIVING WAGE APPLIES: ___ YES x NO

Requisition/Project No: RQFR1200016

TERM OF CONTRACT: 5 years with ___ one year options-to-renew

Requisition/Project Title: TIRE RECAPPING

Description: Recap Tires for MDR Fire Trucks and ISD Fleet trucks using BRM, BRX casings for cost savings.

User Department(s): Miami Dade Fire Rescue/Internal Services Department

Issuing Department: Internal Services Department Procurement Management Services Contact Person: J. Carlos Plasencia

Phone: (305) 375-4260

Estimated Cost: \$457,000.00

Funding Source: Fire District Funds/Internal Service Funds

ANALYSIS

Commodity/Service No: 863-65 SIC: _____			
Trade/Commodity/Service Opportunities			
<div style="border: 1px solid black; padding: 2px;">Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here ___ if this is a New Contract/Purchase with no Previous History</div>			
<div style="display: flex; justify-content: space-around;"><u>EXISTING</u><u>2ND YEAR</u><u>3RD YEAR</u></div>			
Contractor:	N/A	N/A	N/A
Small Business Enterprise:			
Contract Value:			
Comments:			
Continued on another page (s): Yes ___ No <u>XXX</u>			

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:
No Measures. Accessing the Broward County School Board Contract

Signed: _____

Date to DBD: 07/3/2012

Date Returned to DPM: _____

RECEIVED
DEPT. BUSINESS DEV.
2012 JUL -3 PM 1:33

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Supply Management and Logistics Department

ITB No.: 12-007R Board Meeting: APRIL 19, 2011
Description: TIRE RECAPING - TERM CONTRACT Notified: 87 Downloaded: 6
Bids Rec'd: 3 No Bids: 1
For: VEHICLE MAINTENANCE DEPARTMENT Bid Opening: JANUARY 18, 2011
(School/Department)
Fund: DEPARTMENT'S OPERATING BUDGET Advertised Date: DECEMBER 20, 2010
Estimated Expenditure: \$2,700,000 (PER CONTRACT PERIOD)

POSTING OF RFP RECOMMENDATION/TABULATION: Bid Recommendations and Tabulations will be posted in the Supply Management and Logistics Department and www.demandstar.com on FEBRUARY 8, 2011 @ 3:00 P.M., and will remain posted for 72 hours. Any person desiring to protest the Bid Recommendation/Tabulation shall file, in writing, a notice of protest within 72 hours after the time posted as stated herein; and shall file a formal written protest within ten days after filing the notice of protest. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72-hour time period. Filings shall be at the office of the Director of Supply Management and Logistics Department, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Any person who files an action protesting and intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, in an amount equal to one percent (1%) of the Board's estimate of the total volume of the contract. Failure to file a protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

RECOMMENDATION/TABULATION

VENDOR NAME

ITEM AWARDED

EARL W. COLVARD, INC. D/B/A BOULEVARD TIRE CENTER

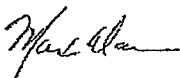
1

RECOMMEND THE AWARD BE MADE TO THE ABOVE LOW BIDDER MEETING SPECIFICATIONS, TERMS AND CONDITIONS.

IT IS RECOMMENDED THAT FOR THE REASONS STATED ON THE ATTACHED BID REJECTION SHEET, THE BID AS STATED, EITHER IN ITS ENTIRETY OR FOR THE PARTICULAR ITEM LISTED, BE REJECTED FOR NOT COMPLYING WITH THE BID REQUIREMENTS.

CONTRACT PERIOD: JULY 1, 2011 THROUGH JUNE 30, 2016, OR AS AMENDED.

By:



(Buyer/Purchasing Agent)

Date: 02/08/11

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion, or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Director of Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Director of Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.



The School Board of, Broward County, Florida
SUPPLY MANAGEMENT AND LOGISTICS DEPARTMENT
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
754-321-0505

INVITATION TO BID (ITB)

DUE DATE: Bids due at 2:00 p.m. Eastern Time (ET):

JANUARY 18, 2011

ITB NO.:

12-007R

RELEASE DATE:

DECEMBER 17, 2010

PURCHASING AGENT:

Mark Alan

754-321-0507

Bids must be submitted to the Supply Management and Logistics Department and received on or before 2:00 p.m. ET on the date due. Bids may not be withdrawn for 90 days after due date. Faxed bids are not allowed and will not be considered.

BID TITLE:

TIRE RECAPING

SECTION 1, Bidder Acknowledgement

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW.

Bidder's Name and state "Doing Business As", where applicable:

**Earl W. Colvard, Inc. dba
Boulevard Tire Center**

Address:

3850 NW 30th Avenue

City:

Miami

State:

FL

Zip Code:

33142

Telephone Number:

305-635-8116

Toll Free Number:

N/A

Fax Number:

305-637-9843

E-Mail Address of Authorized Representative:

sstevens@boulevardtire.com

E-mail Address to Send Purchase Orders:

jrodriguez@boulevardtire.com

Federal Tax Identification Number:

59-2183177

"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. ☐ Check this box if address is the same as stated on the left.

P.O. Address:

816 S. Woodland Blvd.

City:

DeLand

State:

FL

Zip Code:

32720

Contact:

Ron L. Phelps, Credit Manager

Telephone Number:

386-734-6447 ext. 227

Toll Free Number:

N/A

Fax Number:

386-734-5969

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, services or equipment and is in all respects fair and without collusion or fraud. I agree to complete and unconditional acceptance of this bid, all appendices and contents of any Addenda released hereto; I agree to be bound to all specifications, terms and conditions contained in this ITB and failure to comply will result in disqualification of bid or bid item. Bidder acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws and all responses, data and information contained in this bid are true and accurate. I acknowledge that I am currently in compliance and will remain in compliance throughout the term of this bid with all state and local laws and statutes and all School Board policies and procedures as currently enacted or as amended from time to time. I certify that I am authorized to sign this ITB for the Bidder.

Earl W. Colvard
Signature of Authorized Representative (Manual)

Earl W. Colvard
Name of Authorized Representative (Typed or Printed)

Owner / President
Title

I agree that this bid cannot be withdrawn within 90 days from date due.

SECTION 2, Submittal Requirements

SUBMITTAL REQUIREMENTS: In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the ☒ below have been submitted.

- | | | | |
|--|---|-------------------------------------|--|
| <input type="checkbox"/> Bid Bond | <input type="checkbox"/> Descriptive Literature | <input type="checkbox"/> Licenses | <input type="checkbox"/> Material Safety Data Sheets |
| Special Condition ____ | Special Condition ____ | Special Condition ____ | Special Condition ____ |
| <input type="checkbox"/> Manufacturers Authorization | <input type="checkbox"/> References | <input type="checkbox"/> References | <input checked="" type="checkbox"/> Branded Samples |
| Special Condition ____ | Special Condition ____ | Special Condition ____ | Bid Specification 2A |

Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.

The School Board of Broward County, Florida
TIRE RECAPPING

SECTION 5, BID SUMMARY SHEET

		<u>UNIT PRICE</u>	<u>TOTAL COST</u>
<u>ITEM 1:</u>			
A. 4610 each	(TO BE AWARDED AS A GROUP) RECAPPED TIRE size 255 70R22.5, per the Bid Specifications (SBBC stock no. 4020482)	\$ 82.10 /ea	\$378481.00
B. 6758 each	RECAPPED TIRE size 10R22.5, per the Bid Specifications (SBBC stock no. 4020522)	\$ 85.25 /ea	\$576119.50
C. 3996 each	RECAPPED TIRE size 11R22.5, per the Bid Specifications (SBBC stock no. 4020526) Approved brand: Bandag	\$ 93.41 /ea	\$373266.36
TOTAL ITEM 1 (A-C Inclusive)			\$1327866.8

Manufacturer Name: Bandag BRX

ADDITIONAL INFORMATION

**COST-PLUS MARK-UP
PERCENTAGE**

Additional types and alternative tread designs of recapped tires, including virgin casings, MAY be purchased under this contract at the discretion of the Vehicle Maintenance Stockroom Supervisor assigned on a strictly cost-plus basis. These materials purchased under this contract must be verified by the submission of an Itemized list of materials proposed for purchase from the identified source, each unit price by cost, the total price and the awardee's cost-plus mark-up. The Vehicle Maintenance Stockroom Supervisor is under NO OBLIGATION to purchase additional materials under this contract if the aforementioned materials can be purchased on other SBBC contracts.

10 %

VENDOR NAME: Boulevard Tire Center
MA/ma

The School Board of Broward County, Florida
TIRE RECAPPING

ADDITIONAL INFORMATION SHEET

NOTE TO BIDDER: Review General Condition 49 prior to completing and mailing this bid.

Bidder's M/WBE Certification Number: _____

Agency Issuing This Number: _____

NO ☐ YES ☐ Bidder is not a certified M/WBE, but has included a plan to show how it will incorporate at least five percent M/WBE participation in any award received as a result of this bid.

COMPANY REPRESENTATIVE: (Please see Special Condition 6)

Boulevard Tire Center
Company Name:

Jessie Rodriguez
Company Representative Name:

3850 NW 30th Avenue
Street Address:

Miami, FL 33142
City, State and ZIP Code:

305-635-8116
Phone:

305-637-9843
FAX:

305-970-6070
Cell:

N/A
Local/Toll-Free Phone:

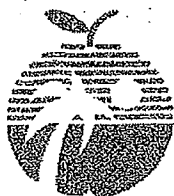
jrodriguez@boulevardtire.com
E-mail Address:

www.boulevardtire.com
Web Address:

Purchase orders are now being sent via e-mail wherever possible. Please provide a reliable, monitored e-mail address for all future orders on this contract, below:

jrodriguez@boulevardtire.com
E-mail for purchase orders:

VENDOR NAME: Boulevard Tire Center
MA/ma



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 754-321-0505 FAX 754-321-0534

SUPPLY MANAGEMENT & LOGISTICS
ROBERT N. WAREMBURG, CPPO, DIRECTOR
www.browardschools.com

SCHOOL BOARD

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Vice Chair

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LAURIE RICH LEVINSON
NORA RUPERT
DAVID THOMAS, NBCT

JAMES F. NOTTER
Superintendent of Schools

January 4, 2011
ADDENDUM NO. 1
Bid 12-007R
Tire Recapping

CALLED FOR 2:00 P.M., JANUARY 18, 2011

TO: ALL BIDDERS

Amend the above referenced Bid in the following particulars only:

Two questions, answered below, were received in accordance with Special Condition 4, **INFORMATION**. The answers shall be incorporated as part of the bid documents.

Sincerely,

Mark Alan
Purchasing Agent III

QUESTION #1:

[Special Condition] 8 states awardee will be required to pick-up and store SBBC tire casings from the previous awardee within the tri-county (Miami Dade, Broward and/or Palm Beach) area at the commencement of this contract. Does my retread business have to be within [the] tri-County [area in order to be] eligible to bid on this contract? I am located in Avon Park, Highlands County and run semi-tractor trailers from here to Jacksonville, Miami, Fort Myers and Tampa and all points between and give seven-day turnaround, (five working days), including 14 school boards and 23 cities for their waste management tires. I have the capability to meet the other requirements of the bid and would like the opportunity to bid on your account.

ANSWER TO QUESTION #1:

Awardee must store the recapped tires purchased under this contract within the tri-County area regardless of where the awardee is located. Delivery and pick-up schedules must be met and coordinated in a timely fashion with the Vehicle Maintenance Stockroom Supervisor assigned.

QUESTION #2:

What tread depth are you requesting on your tires?

ANSWER TO QUESTION #2:

Please see Bid Specification 1.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 754-321-0505 FAX 754-321-0534

ROBERT N. WAREMBURG, CPPO

Director, Supply Management & Logistics

www.browardschools.com

SCHOOL BOARD

Chair BENJAMIN J. WILLIAMS
Vice Chair ANN MURRAY
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MAUREEN S. DINNEN
PATRICIA GOOD
JENNIFER LEONARD GOTTLIEB
LAURIE RICH LEVINSON
NORA RUPERT
DAVID THOMAS, NBCT

JAMES F. NOTTER
Superintendent of Schools

DATE: December 17, 2010
TO: Prospective Bidders
FROM: Mark Alan, Purchasing Agent
(754) 321-0507
SUBJECT: Instructions to Bidders
Invitation to Bid 12-007R, Tire Recapping

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for tire recapping. Any questions regarding this ITB should be addressed to me, in writing, at the address stated above, via fax at (754) 321-0534 or e-mail at mark.alan@browardschools.com. No other SBBC staff member should be contacted in relation to this ITB. Any information that amends any portion of this ITB, which is received by any method other than an addendum issued to the ITB, is not binding on SBBC.

Carefully read all portions of this ITB. In order to assure that your bid is in full compliance with all requirements of the ITB, please pay particular attention to the following areas:

- **SECTION 2, SUBMITTAL REQUIREMENTS**

These are a listing of all submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.

- **COMPLETION OF BIDS**

The Bid Summary Sheets upon which the bidder submits its prices shall be completed in ink or typewritten. The Bidder Acknowledgement Section should be completed in full and fully executed by an authorized representative of the bidder. SBBC reserves the right to reject any bid which is not completed in full or which contains prices submitted in pencil.

- **PRICING CORRECTIONS**

If a price correction is necessary on the Bid Summary Sheet, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. **All price corrections shall be initialed by the person signing the bid even when using opaque correction fluid.** SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.

- **DUE DATE**

Bids are due in the Supply Management and Logistics Department on the date and time stated on Page 1 of the ITB. In order to have your bid considered, please make sure that it is received on or before the date and time due. SBBC reserves the right to reject any bid not received on or before the date and time due.

- **STATEMENT OF "NO" BID**

If you are **not** submitting a bid in response to this ITB, please complete Section 8, Statement of "No" Bid and return via fax to (754) 321-0534.

Thank you for your interest in Broward County Public Schools. Again, if you have any questions, please contact me at the telephone number stated above.

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The School Board of, Broward County, Florida
SUPPLY MANAGEMENT AND LOGISTICS DEPARTMENT
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
754-321-0505

INVITATION (ITB)

DUE DATE: Bids due at 2:00 p.m. Eastern Time (ET):

JANUARY 18, 2011

ITB NO.:

12-007R

RELEASE DATE:

DECEMBER 17, 2010

PURCHASING AGENT:

Mark Alan

754-321-0507

Bids must be submitted to the Supply Management and Logistics Department and received on or before 2:00 p.m. ET on the date due. Bids may not be withdrawn for 90 days after due date. Faxed bids are not allowed and will not be considered.

BID TITLE:

TIRE RECAPING

SECTION 1, Bidder Acknowledgement

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW.

Bidder's Name and state "Doing Business As", where applicable:		"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. <input type="checkbox"/> Check this box if address is the same as stated on the left.	
Address:		P.O. Address:	
City:			
State:	Zip Code:	City:	
Telephone Number:		State:	Zip Code:
Toll Free Number:		Contact:	
Fax Number:		Telephone Number:	
E-Mail Address of Authorized Representative:		Toll Free Number:	
E-mail Address to Send Purchase Orders:		Fax Number:	
Federal Tax Identification Number:			

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, services or equipment and is in all respects fair and without collusion or fraud. I agree to complete and unconditional acceptance of this bid, all appendices and contents of any Addenda released hereto; I agree to be bound to all specifications, terms and conditions contained in this ITB and failure to comply will result in disqualification of bid or bid item. Bidder acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws and all responses, data and information contained in this bid are true and accurate. I acknowledge that I am currently in compliance and will remain in compliance throughout the term of this Bid with all state and local laws and statutes and all School Board policies and procedures as currently enacted or as amended from time to time. I certify that I am authorized to sign this ITB for the Bidder

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Title

I agree that this bid cannot be withdrawn within 90 days from date due.

SECTION 2, Submittal Requirements

SUBMITTAL REQUIREMENTS: In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the ☒ below have been submitted.

- | | | | |
|--|---|-------------------------------------|--|
| <input type="checkbox"/> Bid Bond | <input type="checkbox"/> Descriptive Literature | <input type="checkbox"/> Licenses | <input type="checkbox"/> Material Safety Data Sheets |
| Special Condition ____ | Special Condition ____ | Special Condition ____ | Special Condition ____ |
| <input type="checkbox"/> Manufacturers Authorization | <input type="checkbox"/> References | <input type="checkbox"/> References | <input checked="" type="checkbox"/> Branded Samples |
| Special Condition ____ | Special Condition ____ | Special Condition ____ | Bid Specification 2A |

Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.

SECTION 3, GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. SBBC reserves the right to reject any bid that fails to comply with these submittal requirements.
 - a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.
 - b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in the Supply Management and Logistics Department on or before 2:00 p.m. ET on date due for bid to be considered. Bids will be opened at 2:00 p.m. ET on date due. Bids submitted by telegraphic or facsimile transmission will not be accepted.
 - c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.
2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the Unit Price quoted will govern.

All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Bidder owns goods in transit and files any claims unless otherwise stated in Special Conditions. Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a Bidder offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days will be required for payment, and if a payment discount is offered, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

 - a) **TAXES:** The School Board of Broward County, Florida does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.
 - b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk.
 - c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
 - d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
 - e) **BIDDER'S CONDITIONS:** Bid conditions and specifications shall not be changed, altered or conditioned in any way. The Board specifically reserves the right to reject any conditional bid.
3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders will be responsible for the removal of all samples furnished within 30 days after bid opening. All samples will be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the office of the Supply Management and Logistics Department of The School Board of Broward County, Florida, Suite 323, 7720 West Oakland, Park Boulevard, Sunrise, Florida 33351-8704.
4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding legal holidays and days during which the school district administration is closed.
5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Department of Supply Management and Logistics no later than ten working days, or as stated in the Special Conditions, prior to the original bid opening date. If necessary, an Addendum will be issued.
6. **AWARDS:** In the best interest of the School Board, the Board reserves the right to: 1) withdraw this bid at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes.
7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.
8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of the School Board.
9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to the Board are found to be defective or not conform to specifications, the Board reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.
10. **PAYMENT:** Payment will be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced.
11. **CONFLICT OF INTEREST:** In addition to full and complete adherence to the requirements provided in Chapter 112.313, Florida Statutes, all Bidders must disclose with their bid the name of any officer, director, or agent who has a material interest in the Bidder's firm and who is also an employee of The School Board of Broward County, Florida.
12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in FORMS AND ATTACHMENTS Section of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability.

The insurance policies shall be issued by companies qualified to do business in the State of Florida and grant The School Board of Broward County, Florida thirty days of advanced written notice of a cancellation, expiration or any material change in the specified coverage. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

13. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties.
14. **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within five working days of notification.

An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Supply Management and Logistics within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under a contract awarded under this bid.
15. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless The School Board of Broward County, Florida and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
16. **OSHA:** The Awardee warrants that the product supplied to The School Board of Broward County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
17. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
18. **ANTI-DISCRIMINATION:** The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at (754) 321-2150 or Teletype Machine TTY (754) 321-2158.
19. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.
20. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the Board occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.
21. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of bid, the Board will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.
22. **CANCELLATION:** In the event any of the provisions of this bid are violated by the contractor, the Superintendent shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to the School Board for immediate cancellation.
23. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to the Accounts Payable Department of The School Board of Broward County, Florida, 1643 North Harrison Parkway, Building H, Sunrise, Florida 33323. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.
24. **NOTE TO VENDORS DELIVERING TO MATERIALS LOGISTICS CENTRAL (WAREHOUSE):** Receiving hours are Monday through Friday (excluding legal holidays and days during which the school district administration is closed) 7:00 a.m. to 2:00 p.m. ET.
25. **SUBSTITUTIONS:** The School Board of Broward County, Florida **WILL NOT** accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by the School Board. Any substitute shipments will be returned at the Awardee's expense.
26. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Bidder is a responsible Bidder.
27. **BID ABSTRACTS:** Bid tabulations are available at www.demandstar.com.
28. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be 100% asbestos free. It is desirable that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free. Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is 100% asbestos free will be supplied.
29. **ASSIGNMENT:** Neither any award of this Bid nor any interest in any award of this Bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Supply Management and Logistics Department. There shall be no partial assignments of this "Bid/RFP" including, without limitation, the partial assignment of any right to receive payments from SBBC.
30. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
31. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
32. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. Each line of the invoice must reference a corresponding single line shown on the Purchase Order. A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order will be deemed to be not correct, and may be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
33. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, vendor agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.
34. **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the vendor to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from vendor's equipment and all access privileges must be revoked. Final payment will be withheld until the vendor has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

35. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this Bid/RFP, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 consecutive hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, legal holidays or days during which the school district administration is closed, shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, legal holiday or days during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based."

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by law within the time allowed for filing a bond, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Supply Management and Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.

36. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** Bid Recommendations and Tabulations will be posted in the Supply Management and Logistics Department and www.demandstar.com on **FEBRUARY 8, 2011 at 3:00 p.m. ET** and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of Bid Recommendations/Tabulations shall be posted in the Supply Management and Logistics Department and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of Bid Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of Bid Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the bid tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holidays and days during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday and days during which the school district administration is closed. No submissions made after the bid opening amending or supplementing the bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, in an amount equal to one percent (1%) of the Board's estimate of the total volume of the contract. The School Board shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which the School Board administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount." The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the School Board may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, the School Board prevails, and then the School Board shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.

36. (Continued): Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by law within the time allowed for filing a bond, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Supply Management and Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.
37. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time stamped in the SUPPLY MANAGEMENT AND LOGISTICS DEPARTMENT on or before 2:00 p.m. ET on date due. The address for bid submittal, including hand delivery and overnight courier delivery, is indicated as: 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. The Supply Management and Logistics Department will not accept delivery of any bid or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 1.)
38. **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.
39. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school board, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.
40. **INDEMNIFICATION:** This General Condition of the bid is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive."
- a) SBBC agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as a waiver by SBBC of any rights or limits to liability under Section 768.28 Florida Statutes.
- b) VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the VENDOR, SBBC or otherwise.
41. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

42. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
43. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for nonprocurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant (SBBC) and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any proposal submitted in connection with such lower tier covered transactions.
- CERTIFICATION**
- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
44. **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at (754) 321-2150 or Teletype Machine TTY (754) 321-2158.
45. **SEVERABILITY** In case of any one or more of the provisions contained in this Bid shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Bid shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.
46. **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by the Supply Management Department for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Bidder's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated purchasing agent as stated herein.
47. **LOBBYIST ACTIVITIES:** In accordance with School Board Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on the School Board of Broward County's website, www.browardschools.com.
- d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
- e) Senior-level employees (Pay Grade 30 and above) and/or School Board members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.
- f) The Deputy to the Superintendent shall keep a current list of persons who have submitted the lobbyist statement form.
48. **TIE BID PROCEDURES:** When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:
- > A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
 - > The Broward County Certified Minority/Women Business Enterprise vendor;
 - > The Palm Beach or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
 - > The Florida Certified Minority/Women Business Enterprise vendor;
 - > The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
 - > The Palm Beach or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
 - > The Florida vendor, other than a Minority/Women Business Enterprise vendor.
- > If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly in the Supply Management and Logistics Department; the tie low bid vendors invited to be present as witnesses.
- Included as a part of these bid documents is a Form entitled **SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS**. This form will be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the Invitation to Bid form.

49. **MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION:** SBBC has a Minority/Women Business Enterprise (MWBE) program. AN MWBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by minority persons. If the Bidder is a Certified MWBE by SBBC or by the Department of Management Services, Division of Purchasing, State of Florida, as per Chapter 287.0943, Florida Statutes, as currently enacted or as amended from time to time, Bidder should indicate its certification number on the Bid Summary Sheet. For information on MWBE Certification, contact the School Board's Supplier Diversity and Outreach Programs at 754-321-0552 or www.broward.k12.fl.us/supply/mwbe.htm.

It is a goal of the School Board to incorporate at least five percent MWBE participation in any award made as a result of this bid. If the Bidder is not a Certified MWBE, Bidder should include, as an attachment to its bid, a plan to show how it will incorporate at least five percent MWBE participation in any award received as a result of this bid.

50. **SBBC MATERIAL NUMBER:** The seven digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents the School Board's material number for the item. It does not represent any manufacturer/distributor model/part number.

51. **SBBC PHOTO IDENTIFICATION BADGE:**

Background Screening: Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel** shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC and who meet any or all of the three requirements identified above. This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this RFP/BID entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

L-1 Enrollment Services has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the EasyPath Project Coordinator at 754-321-1830 or easypathinfo@l1id.com. Each individual, for whom a SBBC photo identification badge is requested, must fill out the forms that are required, provide his/her driver's license and social security card, and must be fingerprinted. A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. There will be two websites used for services: 1) <http://www.l1enrollment.com> (used for scheduling and registering applicants) and 2) <http://sbcc-easypath.browardschools.com> (used for vendors to check the status of applicants and order replacement badges). The total fee for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: www.l1enrollment.com. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.

Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: L-1 Enrollment Services, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301.

52. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s).

53. **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by SBBC.

54. **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

55. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at vendor's expense. Goods or services not delivered as per delivery date in bid and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:

- a) For a period of two years, any bid submitted by vendor will not be considered and will not be recommended for award.
- b) All departments being advised not to do business with vendor.

56. **CONE OF SILENCE:** Any vendor or lobbyist for a vendor is prohibited from having any communications concerning this solicitation for a competitive procurement with any School Board Member, the Superintendent of Schools, or any Evaluation Committee Member after the Supply Management and Logistics Department releases the solicitation to the general public. This "Cone of Silence" shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the School Board. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by the Supply Management and Logistics Department. Any vendor or lobbyist who violates this provision shall cause their proposal to be considered not responsive and therefore be ineligible for award.

57. **TERMINATION:** This Bid may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Bid.

58. **PROPOSALS ARE NOT CONFIDENTIAL:** SBBC and its proposal evaluation committees evaluate and negotiate all proposals in open meetings. Any proposal or information contained therein received by SBBC in response to a request for proposals or an invitation to bid will be made available for public inspection and copying pursuant to Section 119.07(1)(b)(1)(a) and (b), Florida Statutes. Any contract awarded by SBBC under a request for proposals or an invitation to bid is a public document and may include the entire contents of the successful proposal. No action on the part of any proposer would create an obligation on the part of SBBC to limit public access to information contained in a proposal submitted to SBBC, including, without any limitation, marking any portion of a proposal as being confidential, proprietary or a trade secret under Sections 812.081 and 815.045, Florida Statutes. Any information that a proposer considers to be a trade secret must be excluded from its proposal in order to avoid its availability for public inspection.

BID PROPOSAL

SECTION 4, SPECIAL CONDITIONS

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (SBBC) desires bids for **TIRE RECAPPING** as specified herein. Unit prices quoted shall include inside delivery to the **Vehicle Maintenance Department Stockroom, 3895 NW 10 Avenue, Fort Lauderdale, FL 33309**, unless otherwise indicated.
2. **TERM:** The award of this bid shall establish a contract for the period **beginning July 1, 2011 and continuing through June 30, 2016**. Bids will not be considered for a shorter period of time. Items will be ordered on an as needed basis.
3. **AWARD:** In order to meet the needs of SBBC, the **GROUP**, as indicated on the Bid Summary Sheet, shall be awarded in its **ENTIRETY** to the lowest responsive and responsible bidder meeting specifications, terms and conditions. Therefore, it is necessary to bid on every item in the group, and all items in the group must meet specifications in order to have the bid considered for award. Unit prices must be stated in the spaces provided on the Bid Summary Sheet.

After award of this bid, any awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with SBBC for two years, as described in General Conditions 22 and 55.

4. **INFORMATION:** Any questions by prospective bidders concerning this Invitation to Bid should be addressed to **Mr. Mark Alan, Purchasing Agent, Supply Management and Logistics Department, (754) 321-0507** or email address **mark.alan@browardschools.com** who is authorized only to direct the attention of prospective bidders to various portions of the bid so they may read and interpret the bid for themselves. Neither **Mr. Alan** nor any employee of SBBC is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the bid document. **Questions should be submitted in accordance with General Condition 5. All questions pertaining to this document must be received by the deadline of Monday, January 3, 2011 at 4 pm. Please be advised that SBBC offices are closed from Friday, December 24, 2010 until Sunday, January 2, 2011.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders only by written addendum. Any verbal or written information, which has been obtained in a manner other than through the information in the bid document or addenda, shall not be binding on SBBC.
5. **CONTRACT EXTENSION:** The purpose of this bid is to establish a contract for the purchase of the items listed. The term of the bid shall be for five years, and may, by mutual agreement between SBBC, the awardee and upon final School Board approval, be extended for an additional five-year period and, if needed, 180 days beyond the expiration date of the final renewal period. When considering to extend, the Board's Supply Management and Logistics Department will request a letter of intent to extend from the awardee prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the School Board. Awardee agrees to this condition by signing the bid.
6. **COMPANY REPRESENTATIVE:** Bidders must indicate in the space provided on the Additional Information Sheet the name, address, phone, fax and e-mail address of the representative who could make scheduled visits to the schools, departments and centers and be available upon request to resolve billing and delivery problems.

VENDOR NAME: _____

MA/ma

The School Board of Broward County, Florida
TIRE RECAPPING

SECTION 4, SPECIAL CONDITIONS (Continued)

7. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are the actual quantities to be ordered throughout the initial contract period. It can be expected that 90% of the total dollar amount of the lowest responsive and responsible bid will be guaranteed for purchase within the first five-year period ending June 30, 2016, given favorable awardee performance. If this contract is renewed beginning July 1, 2016, the awardee may encounter a revision in the quantities to be ordered and a modification in the purchase guarantee, if any.
8. **PICK-UP AND DELIVERY SCHEDULING:** All pick-up and delivery schedules will be coordinated with the Vehicle Maintenance Stockroom Supervisor assigned twice per week. The delivery of recapped tires shall be completed within five business days after receipt of the order (ARO) using only SBBC-branded inventory casings stored at the awardee's facility. The awardee will pick-up all recapped tires requiring storage at the time of scheduled delivery of an order, or within five business days of a requested order for pick-up. Awardee will be required to pick-up and store SBBC tire casings from the previous awardee within the tri-County (Miami-Dade, Broward and/or Palm Beach) area at the commencement of this contract.
9. **ACCEPTANCE OF MATERIALS:** Materials delivered under this bid shall remain the property of the awardee until a physical inspection of this material is made and thereafter accepted to the satisfaction of SBBC and must comply with the terms herein and be fully in accord with specifications. In the event the material supplied to SBBC is found to be defective or does not conform to specifications, SBBC reserves the right to cancel the order upon written request and return the product to the awardee at awardee's expense.
10. **INVOICING:** SBBC purchase order number and ship-to information **shall** appear on all shipments, bills of lading, packing lists and invoices. It will be the responsibility of the awardee to attach all packing slips to the **OUTSIDE** of each shipment and be shipped in the original manufacturer's packaging including labeling denoting contents, where necessary.

Delivery copies/packing slips and invoices to SBBC MUST include the following to permit SBBC to verify prices with the contract and expedite the use of the material. Failure to do so may result in delay of payment:

- A. Purchase order number (**REQUIRED for timely invoice processing**). If the awardee is an SBBC-certified M/WBE vendor, please include your certification number with your invoice for timely invoice processing.
- B. Both pick-up slips and delivery invoices must contain the SBBC branded serial number, size, ply, make, and tread design of each recapped tire.
- C. Item price per bid
- D. Total cost to SBBC

Invoices shall be submitted to: **Stockroom Supervisor, SBBC Vehicle Maintenance Department, 3895 NW 10 Avenue, Fort Lauderdale, FL 33309**, unless otherwise indicated. In an effort to provide better service and timely payment, the awardee may also submit invoices WITH SHIPMENT in order to speed the payment process.

If the awardee has the capability to receive electronic payments, reimbursement may be processed using the District's procurement card to secure immediate payment of approved products.

VENDOR NAME: _____
MA/ma

The School Board of Broward County, Florida
TIRE RECAPPING

SECTION 4, SPECIAL CONDITIONS (Continued)

11. **CANCELLATION:** Any contract awarded as a result of this bid will be subject to cancellation and the 90% purchase guarantee voided at any time by SBBC for **one or more** of the following reasons:
- A. Awardee's failure to respond and deliver recapped tires within the timeframes set forth by the Vehicle Maintenance Stockroom Supervisor assigned.
 - B. Unsatisfactory and/or substandard product workmanship or poor communication of awardee's personnel during order placement and delivery times.
 - C. If the failure rate of recapped tires purchased during the first year of this contract exceeds 10% of the quantity purchased, SBBC reserves the right to cancel this award, consider rebidding the commodity or make an open-market purchase, where appropriate.
 - D. Failure to maintain and/or furnish brands indicated.
 - E. Substantial changes to the vehicle mechanics, recapped tire design standards or industry manufacturing standards that would dramatically alter the cost-effectiveness of this contract to either SBBC and/or the awardee.
12. **PRICE ADJUSTMENTS:** Unit prices offered shall remain firm until June 30, 2013 and may be adjusted at annual intervals thereafter. A request for unit price adjustments with proper justifying documentation shall be submitted in writing to the Supply Management and Logistics Department two weeks prior to the effective date of the requested adjustment. Unit price adjustments shall have written approval from SBBC prior to invoicing. Any unit price adjustments invoiced without prior written approval from SBBC shall not be paid and the invoice returned to the awardee for correction. Unit price adjustments shall take effect only when awardee receives written approval from the Supply Management and Logistics Department. Unit price adjustments, if approved by the Supply Management and Logistics Department shall be negotiated in good faith with the awardees. SBBC reserves the right to reject any unit price adjustments and to cancel the renewal of any contract with an increase in prices. SBBC reserves the right to consult the U.S. Department of Labor Bureau of Labor Statistics indices or any commercial or commodity-based index for tire recapping or their component parts as a basis for reviewing price adjustments.
- A. Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) seasonally adjusted U.S. City Average by expenditure category and commodity and service group for transportation (motor fuel)
 - B. Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) Selected Local Areas, all items, Miami-Fort Lauderdale, FL
 - C. Producer Price Index for Resin and Synthetic Rubber Manufacturing
13. **IRS FORM W-9:** All bidders are requested to complete the attached IRS Form W-9, Page 17 of 18 Pages and submit this document with their bid.

VENDOR NAME: _____
MA/ma

The School Board of Broward County, Florida
TIRE RECAPPING

SECTION 5, BID SUMMARY SHEET

ITEM 1:

(TO BE AWARDED AS A GROUP)

A. 4610 each

RECAPPED TIRE size 255 70R22.5,
per the Bid Specifications (SBBC stock no. 4020482)

<u>UNIT PRICE</u>	<u>TOTAL COST</u>
\$ _____/ea	\$ _____

B. 6758 each

RECAPPED TIRE size 10R22.5,
per the Bid Specifications (SBBC stock no. 4020522)

\$ _____/ea	\$ _____
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C. 3996 each

RECAPPED TIRE size 11R22.5,
per the Bid Specifications (SBBC stock no. 4020526)
Approved brand: Bandag

\$ _____/ea	\$ _____
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TOTAL ITEM 1 (A-C inclusive)

\$ _____

Manufacturer Name: _____

ADDITIONAL INFORMATION

**COST-PLUS MARK-UP
PERCENTAGE**

Additional types and alternative tread designs of recapped tires, including virgin casings, MAY be purchased under this contract at the discretion of the Vehicle Maintenance Stockroom Supervisor assigned on a strictly cost-plus basis. These materials purchased under this contract must be verified by the submission of an itemized list of materials proposed for purchase from the identified source, each unit price by cost, the total price and the awardee's cost-plus mark-up. The Vehicle Maintenance Stockroom Supervisor is under NO OBLIGATION to purchase additional materials under this contract if the aforementioned materials can be purchased on other SBBC contracts.

_____ %

VENDOR NAME: _____
MA/ma

The School Board of Broward County, Florida
TIRE RECAPPING

ADDITIONAL INFORMATION SHEET

NOTE TO BIDDER: Review General Condition 49 prior to completing and mailing this bid.

Bidder's M/WBE Certification Number: _____

Agency Issuing This Number: _____

NO ☐ YES ☐ Bidder is not a certified M/WBE, but has included a plan to show how it will incorporate at least five percent M/WBE participation in any award received as a result of this bid.

COMPANY REPRESENTATIVE: (Please see Special Condition 6)

Company Name:

Company Representative Name:

Street Address:

City, State and ZIP Code:

Phone:

FAX:

Cell:

Local/Toll-Free Phone:

E-mail Address:

Web Address:

Purchase orders are now being sent via e-mail wherever possible. Please provide a reliable, monitored e-mail address for all future orders on this contract, below:

E-mail for purchase orders:

VENDOR NAME: _____

MA/ma

The School Board of Broward County, Florida
TIRE RECAPPING

SECTION 6, BID SPECIFICATIONS

1. Radial tire recapping will be accomplished through the cold precure process whereby curing temperatures shall not exceed 257 degrees Fahrenheit. The approximate base width of tread of all recapped tires to be supplied is 8". The minimum tread depth for all recapped tires must be 18/32" and the density approximate average weight per footage of precure is two pounds.
2. The precure shall be:
 - A. Radial highway BRX tread design, identified by manufacturer identification marking and date of manufacture on edge or top of precure attachment. All tire recapping material must be manufactured in the United States. Alternative tread designs may be considered at the discretion of the Vehicle Maintenance Stockroom Supervisor assigned and may be purchased on a cost-plus basis listed under Additional Information. Branded samples of tread design are required as part of the bid evaluation and purchasing processes.
 - B. Tread rubber manufacturer's representative must be available monthly to perform a quality inspection and verify minimum operational mileage.
 - C. All casings must be inspected by an ultrasonic or an electromagnetic casing analyzer with the ability to detect belt edge separation and other defects that can cause in-service failure. This unit must incorporate Sherography Technology.
 - D. All retreaded tires must be built on an inflated, semi-automatic builder to insure precision in tread application.
 - E. All retreading operation processes shall be in accordance with current retreading manuals, updates and Tire Facts.
3. **MILEAGE LIFE GUARANTEE:** Awardee MUST guarantee a **minimum normal operational mileage of 32,000 miles for each recapped tire.** Normal operational mileage is defined as the operational tread life to 4/32" of remaining tread depth on the recapped tire across the full width of the tread when measured at three places around the circumference of the recapped tire. It shall be the awardee's responsibility to provide SBBC with verifiable documentation of the minimum average normal operational mileage performance of recapped tires being supplied under this bid.
4. **TIRE/WARRANTY MANAGEMENT TRACKING PROCEDURE:** The Vehicle Maintenance Department currently brands each tire with a five-digit inventory number on the side wall of the casing. Numeric recordkeeping of all SBBC recapped tire casings are kept by their location (i.e., vehicle number or storage area), along with operational information within a computerized tire management program. All recapped tires operationally in place on vehicles are gauged and the tread depth recorded at each scheduled inspection (buses inspected every 30 days and all other vehicles every 90 days.) All recapped tires must have the DOT number imprinted as required by law. The management system as described above will be used to track the minimum mileage life guarantee requirements and establish a basis for all claims. Upon request, the awardee will be furnished with the mileage data on any recapped tire provided under this contract.

VENDOR NAME: _____
MA/ma

The School Board of Broward County, Florida
TIRE RECAPPING

SECTION 6, BID SPECIFICATIONS (Continued)

5. **CUSTODIAL CASING STORAGE:** Awardee will provide covered secure storage for a minimum of 850 used tire casings for the sizes indicated on the Bid Summary Sheet. An inventory listing by SBBC-branded serial number of all recapped tires stored at the awardee's facility shall be supplied to SBBC on a bi-monthly basis. All stored recapped tires shall remain the property of SBBC. Awardee will return through the normal delivery process any portion of SBBC-owned stored casings when requested. Delivery of stored casings will be scheduled within 20 business days of the date of a written request for return. All stored casings will be returned to SBBC within 20 business days of termination of the contract. Awardee agrees with the submission of the bid to be responsible for loss or damage of any SBBC-owned tire casings while these casings are in awardee's secured storage.
6. **ADJUSTMENT PROCEDURE:** Awardee will reimburse SBBC through credit memorandum or draft payment a percentage of the original bid cost of any recapped tire that does not achieve the mileage life guarantee as specified. The percentage of reimbursement shall be calculated by subtracting the achieved mileage from the guaranteed mileage. The difference between the two mileage figures will indicate the mileage not achieved and will be divided by the guaranteed mileage to obtain the actual percentage of the original recapped tire cost required to be reimbursed to SBBC. Due to SBBC and State of Florida requirements for preventive maintenance and safety inspection, instances will occur which require removal of tires from a vehicle prior to the tread depth reaching 4/32". Tires removed prior to reaching the standard minimum tread depth would be evaluated on mileage achieved per 4/32" to point of removal. The remaining tread life projected mileage to 4/32" would be added to the achieved mileage at the time of tire removal for calculation of the required reimbursement percentage.
7. **FAILURE RATING:** During the term of the contract, if it is determined through a review that the number of tires failing to achieve the required mileage, or that the projected failure rate is in excess of 10%, SBBC reserves the right to terminate this contract under the provisions of Special Condition 11C, above.
8. **CASING REJECTION PROCEDURE:** Recapped tires found to be unacceptable by the awardee during casing inspection, prior to the recapping process, will be disposed of at the awardee's expense. Prior to disposing of the unacceptable casings, the awardee shall physically cut out the intact SBBC-branded serial number from the casing and return to SBBC indicating the reason for casing rejection.

VENDOR NAME: _____
MA/ma

The School Board of Broward County, Florida
TIRE RECAPPING

SECTION 7, ATTACHMENT 1
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

In accordance with General Condition 11, all bidders must disclose with their bid the name of any officer, director, agent, or employee who has a material interest or other potential conflict of interest in the bidder's firm who is also an employee of SBBC. Disclosure of such potential conflict does not necessarily disqualify bidder from participation. Under current statutes, employees are responsible for disclosure and subject to penalties as defined by law.

Name of Employee	SBBC Title or Position	Type of Interest in Company
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
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<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

I hereby affirm that all known persons who are employed by SBBC and who have a material interest or other potential conflict of interest in this company have been identified.

Signature

Company Name

Name of Official

Business Address

City, State, ZIP Code

11/22/05

VENDOR NAME:

MA/ma

SECTION 7, ATTACHMENT 2

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED, FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally Known _____

OR Produced identification _____

(Type of identification)

Notary Public - State of _____

My commission expires _____

(Printed, typed or stamped commissioned name of notary public)

FORM: #4530
3/93

VENDOR NAME: _____

MA/ma

The School Board of Broward County, Florida
TIRE RECAPPING

SECTION 7, ATTACHMENT 3
INSURANCE REQUIREMENTS

Proof of the following insurance will be furnished by any awardee to SBBC by Certificate of Insurance within 15 days of notification by SBBC.

Awardee shall be responsible for providing written notification to SBBC 30 days in advance of cancellation, expiration, reduction in coverage limits or any material change in the specified coverage required by this contract.

The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service. The certificate must contain a provision for written notification to SBBC in accordance with policy provisions as outlined in the current ISO Accord 25 (2009/09) form; or should older ISO versions be available, provide a minimum of 30 days notice of material changes or cancellation to SBBC.

All liability policies required under this agreement shall be endorsed to be primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida and must be indicated on the Certificate of Insurance. All policies must remain in effect during the performance of the contract.

- A. General Liability Insurance with limits of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. **The School Board of Broward County, Florida shall be listed as an Additional Insured.**
- B. Auto Liability Insurance covering all owned (if applicable), non-owned and hired vehicles with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.
- C. Worker's Compensation in accordance with Chapter 440, Florida Statutory limits and Employer's Liability Insurance.

Prior to the commencement of any work the Awardee must provide SBBC Supply Management and Logistics Department with a Certificate of Insurance which is evidence of the above coverage and with SBBC named as an additional insured.

Any questions as to the intent or meaning of any part of the above required coverages should be submitted in writing in accordance with General Condition 5.

See also General Conditions 12 and 20.

VENDOR NAME: _____
MA/ma

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

VENDOR NAME: _____
MA/ma

SECTION 8, STATEMENT OF "NO" BID

If your company will not be submitting a bid in response to this Invitation to Bid or Request for Proposal, please complete this Statement of "No" Bid Sheet and return, prior to the Bid/RFP Due Date established within, to:

The School Board of Broward County, Florida
Supply Management and Logistics Department
7720 West Oakland Park Blvd., Suite 323
Sunrise, FL 33351

This information will help SBBC in the preparation of future Bids and RFPs.

Bid/RFP Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Fax: _____

√	Reasons for "NO" Bid:
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Invitation to Bid.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

Signature: _____ Date: _____

VENDOR NAME: _____

MA/ma

BID 12-007R Tire Recapping

SBBC BID TABULATION SHEET				Opened: 01/18/11				Prison Rehabilitative Industries & Diversified Enterprises, Inc. dba PRIDE Enterprises	
Item	Description	Quantity	UOM	Earl W. Colvard, Inc. dba Boulevard Tire Center		GCR Tire Centers			
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Recapped Tires								
A	Size 255 70R22.5	4,610	each	\$ 82.10	\$ 378,481.00	\$ 85.99	\$ 396,413.90	\$ 66.40	\$ 306,104.00
B	Size 10R22.5	6,758	each	\$ 85.25	\$ 576,119.50	\$ 89.55	\$ 605,178.90	\$ 71.81	\$ 485,291.98
C	Size 11R22.5	3,996	each	\$ 93.41	\$ 373,266.36	\$ 98.37	\$ 393,086.52	\$ 75.52	\$ 301,777.92
	Total				\$ 1,327,866.86		\$ 1,394,679.32		\$ 1,093,173.90
REMARKS:									
BID DRAFT WAS APPROVED BY: NICK SAPIN, SUPERVISOR, VEHICLE MAINTENANCE STOCKROOM AND MARK ALAN, PURCHASING AGENT III SUPPLY MANAGEMENT AND LOGISTICS DEPARTMENT									
BIDS RECEIVED WERE EVALUATED BY: NICK SAPIN, SUPERVISOR, VEHICLE MAINTENANCE STOCKROOM AND MARK ALAN, PURCHASING AGENT III, SUPPLY MANAGEMENT AND LOGISTICS									
RECOMMEND THE AWARD BE MADE TO THE ABOVE LOW BIDDER MEETING SPECIFICATIONS TERMS AND CONDITIONS.									

Bid 12-007R
Tire Recapping
Summary of Bid Rejections

Reject bid from Prison Rehabilitative Industries and Diversified Enterprises, Inc. d/b/a PRIDE Enterprises. Bid Specification 2A states that all tire recapping material must be manufactured in the United States. Bid Specification 3 states that mileage life guarantee must be a minimum normal operational mileage of 32,000 miles. Normal operational mileage is defined as the operational tread life to 4/32" of remaining tread depth on the recapped tire across the full width of the tread when measured at three places around the circumference of the recapped tire. It shall be the awardee's responsibility to provide SBBC with verifiable documentation of the minimum normal operational mileage performance of recapped tires being supplied under this bid. The manufacturer of tire recapping material offered by the bidder is Pre-Q Rubber, Ltd., an importer of Mexican-made tire recapping material and the bidder was requested to supply verifiable documentation of the minimum normal operational mileage of 32,000 miles due January 24, 2010. Bidder could not supply the verifiable documentation requested or supply domestic material and is not in compliance with Bid Specifications 2A and 3.